

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

JULY 13 P 12:21

SIMPLEXGRINNELL, LP

Plaintiff,

v.

NEW ENGLAND FIRE & SECURITY, INC.  
and JAMES NARAD

Defendant.

U.S. DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
DOCKETED  
CIVIL ACTION NO.

05-40208FDS

**COMPLAINT**

This is a civil action for copyright infringement arising under the copyright laws of the United States, 17 U.S.C. § 501, §§ 502-504, breach of contract, misappropriation of trade secrets and confidential information, unfair competition, and violation of M.G.L. ch. 93A.

**PARTIES**

1. Plaintiff SimplexGrinnell, LP ("Simplex") is a limited partnership established under the laws of Delaware, with a principal place of business in Westminster, Massachusetts.

2. Upon information and belief, defendant New England Fire & Security, Inc. ("N.E. Fire") is a Massachusetts corporation with a principal place of business in West Springfield, Massachusetts.

3. Upon information and belief, defendant James Narad ("Narad") is an individual residing at 24 Blanford Road, Huntington, Massachusetts. Upon information and belief, Narad is the President of N.E. Fire.

RECEIPT # 404700  
AMOUNT \$ 000.00  
SUMMONS ISSUED ✓  
LOCAL RULE 4.1 ✓  
WAIVER FORM ✓  
MCF ISSUED ✓  
BY DPTY. CLK. S. Jones  
DATE 12-5-05

(1)

**JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b) and § 1400(b).

**FACTS COMMON TO ALL COUNTS**

**Simplex's Copyrighted Panel Programming Software and Software Key**

6. Simplex is a leading company in the fire safety industry with over 100 years of experience in the design, sale, and maintenance of fire safety systems.

7. Simplex's fire safety systems are run by a fire safety panel which is programmed using proprietary, copyrighted panel programming software (the "Panel Programming Software").

8. A Simplex software key containing Simplex's proprietary computer codes (the "Software Key") is required to operate the Panel Programming Software. The Software Key contains a memory chip, which in turn contains numerous proprietary codes developed by Simplex. Without the Software Key, the Panel Programming Software cannot be accessed and, hence Simplex's fire safety panel cannot be programmed. Simplex makes substantial efforts to protect its copyrighted software and its proprietary codes, and to prohibit unauthorized use and distribution of its Panel Programming Software and Software Keys.

9. On July 27, 2005, Simplex Time Recorder Company assigned all rights, title and interest in the Panel Programming Software to Simplex.

10. On July 29, 2005, Simplex registered Versions 9.02, 10.01, and 11.01 of the Panel Programming Software with the Register of Copyrights and on September 23, 2005, Simplex registered Version 8.04 with the Register of Copyrights.

**Narad's Role At Simplex**

11. Narad worked for Simplex from approximately September 1979 until April 2001. When he resigned in April 2001, Narad had for many years been the District Manager of the western area of Massachusetts.

12. As the District Manager, Narad was responsible for Simplex's proprietary software, including the Panel Programming Software and Software Keys. Mr. Narad entered into a confidentiality agreement with Simplex in which Mr. Narad agreed that he would not "at any time after my employment with Simplex use for himself or others or divulge or convey to others any secret or confidential information, knowledge, or data of Simplex" (the "Confidentiality Agreement").

13. On or around April 19, 2001, Mr. Narad resigned from Simplex and, on or around June 2001, founded N.E. Fire. On information and belief, N.E. Fire is in the business of providing maintenance and inspection services on fire safety systems, including Simplex fire safety systems.

14. Upon information and belief, upon resigning from Simplex, Narad obtained copies of Simplex's Panel Programming Software and other proprietary technology, including Simplex's Software Key, without Simplex's knowledge or authorization.

**N.E. Fire's Infringement**

15. Recently, Simplex learned that N.E. Fire had reprogrammed Simplex control panels, including at the Eagle Hill School in Hardwick, Massachusetts.

16. The only way someone could reprogram the Simplex control panel at Eagle Hill School would be through the use of Simplex's Panel Programming Software and a Simplex Software Key.

**FIRST CLAIM FOR RELIEF**  
**(Copyright Infringement)**

17. Plaintiff reavers and incorporates paragraphs 1-16 above.
18. Plaintiff never authorized Narad or N.E. Fire to reproduce, perform, distribute, or adapt the Panel Programming Software.
19. Narad's and N.E. Fire's unauthorized use of the Panel Programming Software constitutes copyright infringement.
20. By letters dated November 14, 2005, Simplex demanded that Narad and N.E. Fire cease their infringement. Narad and N.E. Fire have failed and refused to cease their infringement.
21. Narad and N.E. Fire have caused and will continue to cause Simplex irreparable injury and damage by infringing its copyright. Simplex will suffer further irreparable injury, for which it has no adequate remedy at law, unless and until Narad and N.E. Fire are enjoined from infringing its copyright.

**SECOND CLAIM FOR RELIEF**  
**(Breach Of Contract)**

22. Plaintiff reavers and incorporates paragraphs 1-21 above.
23. Narad's above-described use of the Panel Programming Software and Software Key was in breach of the Confidentiality Agreement.
24. As a result of Narad's actions, Plaintiff has suffered damages to be determined at trial.

**THIRD CLAIM FOR RELIEF**  
**(Misappropriation of Trade Secrets/Confidential information)**

25. Plaintiff reavers and incorporates paragraphs 1-24 above.

26. Simplex's Panel Programming Software and Software Keys contain proprietary, trade secret and/or confidential information.

27. Simplex takes numerous steps to protect the proprietary nature of the Panel Programming Software and Software Keys containing the codes to access the software.

28. Narad and N.E. Fire have misappropriated, and continue to misappropriate, trade secret and other confidential information from Simplex, including, among other things, the Panel Programming Software and Software Key for their own benefit.

29. As a result of Narad's and N.E. Fire's actions, Plaintiff has suffered damages to be determined at trial.

**FOURTH CLAIM FOR RELIEF**  
**(Unfair Competition)**

30. Plaintiff reavers and incorporates paragraphs 1-29 above.

31. By taking the actions referenced above, Narad's and N.E. Fire have engaged in, and continue to engage in, unfair competition.

32. As a result of Narad's and N.E. Fire's actions, Plaintiff has suffered damages to be determined at trial.

**FIFTH CLAIM FOR RELIEF**  
**(Violation of G.L. c. 93A)**

33. Plaintiff reavers and incorporates paragraphs 1-32 above.

34. G.L. c. 93A prohibits the use of unfair or deceptive acts or practices in the conduct of trade or commerce.

35. Narad and N.E. Fire have engaged in trade or commerce within the meaning of G.L. c. 93A.

36. As set forth above, Narad and N.E. Fire willfully and knowingly engaged in unfair or deceptive acts or practices by misappropriating Simplex's Software Programming Panel and Software Key and using them to compete with Simplex.

37. Narad's and N.E. Fire's unfair and deceptive acts occurred primarily and substantially in Massachusetts.

38. As a result of Narad's and N.E. Fire's unfair or deceptive acts or practices, Plaintiff has suffered damages to be determined at trial.

WHEREFORE, Simplex prays that this Court:

- A. Enter judgment that Narad and N.E. Fire have infringed Simplex's copyrights;
- B. Enter a preliminary injunction:
  - (a) enjoining Narad and N.E. Fire from using, duplicating, copying, or otherwise infringing Simplex's copyrighted panel programming software;
  - (b) enjoining Narad and N.E. Fire from revealing or divulging to any person, firm or corporation any confidential or proprietary information of Simplex;
  - (c) ordering Narad and N.E. Fire to identify in writing to Simplex within three days of the Court's Order all Simplex fire safety systems programmed by N.E. Fire with Simplex's misappropriated intellectual property;
  - (d) ordering Narad and N.E. Fire to pay Simplex's reasonable costs incurred inspecting all such fire safety systems that N.E. Fire programmed with Simplex's misappropriated intellectual property; and
  - (e) ordering Narad and N.E. Fire to return all Simplex copyrighted information in its possession, custody or control to Simplex within three days of the Court's Order.
- C. After trial, enter a permanent injunction in the form of Prayer B;
- D. Enter Judgment in favor of Simplex on Counts II, III, IV and V;

E. Award Simplex such other relief as this Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

Simplex hereby demands a trial by jury on all issues so triable.

SimplexGrinnell, L.P.

By its attorneys,



Joseph F. Shea (BBO #555473)  
Nancy E. Maroney (BBO #652324)  
Nutter, McCennen & Fish, LLP  
World Trade Center West  
155 Seaport Boulevard  
Boston, MA 02210-2604  
(617) 439-2000

Dated: December 2, 2005

1480070.1

JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

95 = 0208 FDS

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b> SimplexGrinnell, L.P.		<b>DEFENDANTS</b> New England Fire & Security, Inc. James Narad	
(b) County of Residence of First Listed Plaintiff <u>Worcester</u> (EXCEPT IN U.S. PLAINTIFF CASES)		County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)	
(c) Attorney's (Firm Name, Address, and Telephone Number) <u>Joseph F. Shea, Esq.</u> <u>Nutter, McClellan &amp; Fish LLP</u> <u>155 Seaport Blvd., Boston, MA 02210</u>		Attorneys (If Known)	
<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)		<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)	
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 1 Incorporated or Principal Place of Business In This State
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation
<b>IV. NATURE OF SUIT</b> (Place an "X" in One Box Only)		<b>CONTRACT</b>	
		<b>TORTS</b>	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise		<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	
		<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	
		<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	
		<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	
		<b>PROPERTY RIGHTS</b> <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
		<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	
		<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
		<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
		<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	
<b>V. ORIGIN</b> (Place an "X" in One Box Only)			
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify) <input type="checkbox"/> 6 Multidistrict Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
		Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity): <u>17 USC 501</u>	
<b>VI. CAUSE OF ACTION</b>		Brief description of cause: <u>Copyright Infringement</u>	
<b>VII. REQUESTED IN COMPLAINT:</b>		<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$
<b>VIII. RELATED CASE(S) IF ANY</b>		(See instructions): <u>JUDGE</u>	DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

12/2/05  
FOR OFFICE USE ONLYNancy E. CormeyRECEIPT #   AMOUNT   APPLYING IPP   JUDGE   MAG. JUDGE

05-46208 FDS

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) SimplexGrinnell, L.P. v. New England Fire & Security, Inc., et al.

AO 120-5 P 12:21

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT. *U.S. DISTRICT COURT, DISTRICT OF MASSACHUSETTS*

II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, \*Also complete AO 120 or AO 121  
740, 790, 791, 820\*, 830\*, 840\*, 850, 890, 892-894, 895, 950. *for patent, trademark or copyright cases*

III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310,  
315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371,  
380, 385, 450, 891.

IV. 220, 422, 423, 430, 460, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660,  
690, 810, 861-865, 870, 871, 875, 900.

V. 150, 152, 153.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO 

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO 

If so, Is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO 

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO 

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO 

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division Central Division Western Division 

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division 

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO 

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Nancy Maroney, Esq.ADDRESS Nutter, McClellan & Fish, LLP, 155 Seaport Blvd., Boston, MA 02210TELEPHONE NO. 617-439-2574